

Performance Work Statement (PWS)

1. PURPOSE: Health Information Management Service (HIMS) Coding Support

The purpose of this contract is to assign ICD-10-CM/PCS, CPT-4 and HCPCS Level II codes based on medical record documentation of any of the following: prescriptions, surgical episodes, inpatient facility and professional services, and outpatient care provided at the VA Northern California Health Care System (VANCHCS). This is to supplement current VA inpatient and outpatient coding staff.

2. Background:

- The Under Secretary for Health directed that as of October 1, 1996, VHA facilities were to begin collecting and reporting coded diagnostic, procedural and practitioner data for all ambulatory care encounters. While VHA facilities had been electronically reporting information about each outpatient visit to the national Outpatient Clinic System (OPC), the new requirement forced a major shift in the way VHA medical centers collected and stored ambulatory care information. Outpatient information is entered through the VistA Patient Care Encounter (PCE).
- Facilities now report patient identity, date and time of service, practitioners (by HCFA Individual Provider Taxonomy type code), place of service, active problem(s) ICD-10-CM/PCS codes) and service(s) (CPT codes) for every ambulatory encounter and/or ancillary service.
- The value of PCE data to managers and researchers depends on how accurately it portrays the actual clinical events that take place in the medical center. Data validity begins with practitioners accurately recording diagnoses and procedures. That information must be accurately entered into the facility's computer system (VistA).
- Beginning September 1, 1999, CPT-4 procedure coding is used as a basis for facility and professional charges for bills submitted to third party carriers. Coders are held responsible for the accuracy of codes and compliance with federal legislation and VHA guidelines.
- The Department of Veterans Affairs Northern California Health Care System (VANCHCS) a level 1C facility, is an integrated health care delivery system, offering a comprehensive array of medical, surgical, rehabilitative, mental health and extended care to veterans in northern California. The health system is comprised of a medical center in Sacramento; a rehabilitation and extended care facility in Martinez; 11 outpatient clinics in Chico, David Grant MC-Fairfield, Fairfield, Martinez, McClellan, Mare Island-Vallejo, Oakland, Redding, Sacramento, Yreka, and Yuba City; a Substance Abuse Treatment Center in Oakland; and dental clinics in Vallejo, Sacramento, and Redding. VANCHCS has maintained an active affiliation with the University of California, Davis since 1975. Nearly 400 university residents (approximately 69 full time employee equivalent (FTEE) and over 100 medical students are trained at the Sacramento VA Medical Center, Martinez Outpatient Clinic and Center for Rehabilitation & Extended Care each year.

VANCHCS also holds 95 additional current affiliations with educational facilities to train over 350 students and interns in various health care professions including audiology, speech pathology, podiatry, dentistry, health science, pharmacy, nursing, psychology, social work, sonography, nuclear medicine and optometry.

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Our healthcare system maintains a successful VA/Department of Defense (DOD) Sharing Agreement with the United States Air Force (USAF) at Travis Air Force Base. This agreement covers inpatient, emergency room and limited specialty services provided at David Grant Medical Center (DGMC), as well as the USAF satellite TRICARE clinic at the Sacramento VA OPC located at McClellan Park. In May 2005, VANCHCS and DOD opened a jointly operated Hemodialysis Program at DGMC

3. Scope of Work: The purpose of this BPA is to obtain services to assign, ICD-10-CM/PCS CPT-4, and HCPCS Level II codes based on medical record documentation of outpatient and inpatient care provided at or under the auspices of a Veterans Health Administration facility and perform coding audits. The Contractor shall provide all resources necessary to accomplish the deliverables described in the performance work statement (PWS), except as may otherwise be specified.

- Assign ICD-10-CM PCS, CPT-4, and HCPCS Level II codes based on medical record documentation of outpatient and inpatient care provided at or under the auspices of a Veterans Health Administration facility
- Furnish validation of the integrity, quality, and assignment of codes to the data contained in the outpatient Patient Care Encounter (PCE), inpatient Patient Treatment File (PTF), the non-VA database and the integrated billing package

4. Performance Period: The BPA period of performance shall be five (5) years from the date of award or expiration of the GSA Schedule contract, whichever occurs first.

5. Type of Contract: The VHA intends to award Blanket Purchase Agreement(s) against existing GSA schedule(s), to a qualified firm(s) with the capability and capacity to provide the services listed herein.

6. Place of Performance: All work shall be performed at the Contractor's facility unless otherwise specified and mutually agreed to by the Contractor and COR. In the instance where the Contractor is required to work at the Government site, that work shall not take place on Federal holidays unless directed by the Contracting Officer.

7. Key Assumptions:

- a. Industry standard coding guidelines shall be followed.
- b. All patient encounters shall be properly coded whether the encounter is billable or not. **Note:** Only 20%-30% of VA encounters are billable.
- c. Both physician and non-physician providers are employed by the VA Medical Center.
- d. As a federal facility, providers must have valid licenses; however, VHA does not require providers to be licensed by the state in which they work.
- e. VA does not currently bill Medicare or Medicaid, nor participate in any outside managed care agreements. VA billing consists of charges to private insurance carriers, including those that are Medicare supplemental policies.
- f. VA is authorized to charge "reasonable charges" by amended statutory provisions - PL 105-33 amended 38 U.S.C. 1720.
- g. The Contractor shall provide for its staff laptops, reference material, software/encoder tools for conducting reviews and developing training materials. Contractor staffs shall be proficient in the use of the laptops, reference materials, software/encoder tools and provide with their proposal evidence of use of an encoder.
- h. VHA policies and procedures shall be followed. If the Contractor is uncertain concerning a policy, the Contractor shall consult with the VISN/VAMC for clarification.

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- i. Failure of the Contractor to maintain the required 95% accuracy level may result in termination of the contract.

8. General Requirements:

- a. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms.
- b. The latest United States editions of the International Classification of Diseases (ICD), Current Medical Information and Terminology (CMIT) and Current Procedural Terminology (CPT) of the American Medical Association (AMA) and the Diagnostic and Statistical Manual of Mental Disorders (DSM) of the American Psychiatric Association (APA) shall be used to provide uniform disease and operation terminology which is complete and scientifically accurate.
- c. Code assignment shall be in accordance with National Center for Health Statistics (NCHS), Centers for Medicare and Medicaid Services (CMS), American Hospital Association (AHA), AMA and APA guidelines, as appropriate. On those occasions when there is a question, VHA guidelines take precedence. Local policies will direct how coding is accomplished and what quantitative and/or qualitative reviews are performed by the facility. The AHA Coding Clinic and other publications may be used for training and reference purposes.
- d. Contractor shall ensure that its staff members providing services under this PWS and pursuant agreement (BPA) **use VA encoder software.**
- e. Contractor shall adhere to all coding guidelines as approved by the Cooperating Parties [The four organizations that make up the Cooperating Parties for the ICD-10-CM/ ICD-10-CM/PCS/PCS: American Hospital Association (AHA), American Health Information Management Association (AHIMA), Centers of Medicare and Medicaid Services (CMS) and National Center for Health Statistics (NCHS)] and accepted VA regulations, including:
 - 1. The Official Guidelines and Reporting as found in the CPT Assistant, a publication of the American Medical Association for reporting outpatient ambulatory procedures and evaluation and management services,
 - 2. The current Official Guidelines for Coding and Reporting in the Coding Clinic for ICD, a publication of the American Hospital Association, and
 - 3. VHA guidelines for coding as found in the Handbook for Coding Guidelines V7.0 April 3, 2007, Health Information Management, Department of Veterans Affairs. This workbook is updated at least once per year with new codes and guidance. Contractor shall ensure it has the current version and the guidance is followed. **Note:** While VHA does ask for reimbursement from third party payers, the VHA coding policy is to code only according to coding guidelines. Our own compliance audits use only this definition when determining if any encounter or PTF is correctly coded.
 - 4. The Correct Coding Initiative. The CPT Evaluation and Management codes assure documentation substantiates the code level assigned.
 - 5. VHA Directive Patient Care Data Capture 2006-026
 - 6. VHA Directive Resident Services Billing 2005-054
 - 7. VHA Handbook Resident Supervision 1400.1
 - 8. Other directives that VA may issue from time to time.

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- f. Upon request of the Contracting Officer, the Contractor shall remove any Contractor staff that do not comply with VHA policies or meet the competency requirements for the work being performed.
- g. Contractor shall abide by the American Health Information Management Association (AHIMA) established code of ethical principles as stated in the Standards of Ethical Coding, published by AHIMA.
- h. All coding and auditing activities shall utilize VA's electronic health record.
- i. Contractor shall provide all labor, materials, transportation, and supervision necessary to perform coding validation reviews for inpatient, observation, diagnostic tests, ambulatory surgery/medicine procedures and outpatient (clinic) data collection, evaluating the completeness and accuracy of coding diagnoses and procedures in accordance with official coding guidelines (Coding Clinics, CPT Assistant, HCFA/AMA, Ambulatory Patient Classifications [APC]) in a simulated Medicare payment environment.
- j. Communication: Contractor shall specify a contact person and phone number who is available for personal contact at a minimum during regular business hours of the particular facility that owns the work, for the duration of the work. Contractor shall maintain frequent communications with the HIMS Manager or other designated medical center employee (i.e., coding supervisor/team leader) regarding progress, workload status and/or problems. The contractor shall make every effort to ensure that issues raised by the local facility are addressed in a timely manner.
- k. Contract coders shall code in accordance with CCI Bundling Guidelines, and use the Healthcare Common Procedural Coding Systems (HCPCS), where appropriate. Contract coders must exclude coding information such as symptoms or signs characteristic of the diagnoses, findings from diagnostic studies, or localized conditions, which have no bearing on current management of the patient or as appropriate. Contract coders must clarify conflicting, ambiguous, or non-specific information appearing in the record by consulting with their supervisor who will, if necessary, discuss with the local VA contact.
- l. Contractor is responsible for becoming familiar with guidelines on billing within the Veterans Health Administration (VHA). Information may be found at <http://vaww1.va.gov/cbo/rcbillingguide.doc>.
- m. The Contractor shall not use "incident to" rules.
- n. Contractor shall code using CPT for inpatient professional services or nursing home professional services.
- o. Quality Assessment of Health Information Services:
 - 1. The Contractor shall furnish certification of Indemnification And Medical Liability Insurance in accordance with VAAR 852.237-7 to the Contracting Officer's Technical Representative (COR), before commencing work under this contract, that coverage required has been obtained and such policy shall state "This Policy May Not be Changed or Cancelled Without Written Notice to the VA." Said policy must bear an appropriate "loss payable clause" to the United States as its interest may appear. Such evidence of insurance is not waived.

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2. The Contractor shall possess all licenses, permits, accreditation and certificates as required by law. The Contractor shall perform the required work in accordance with The Joint Commission (JC), Veterans Health Administration (VHA), and other regulatory standards. JC standards may be obtained from:

The Joint Commission
One Renaissance Blvd
Oakbrook Terrace, IL 60181

- p. Exclusions and Sanction Certification: The Contractor shall provide annual written certification to the COR which certifies that all employees, subcontractors, and employees have been checked to ensure that all agents providing health care services under this contract have been found not to be listed on the List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report. The certification shall be provided within three weeks after award and within three weeks of the BPA's annual anniversary date for each period the BPA remains effective.
- q. If the Contractor should find it necessary to reassign a staff member from working for a facility, the contractor shall make arrangements for there to be a minimum of two week overlap when both the old and new staff member shall be working the facility's account, unless there is a mutual agreement between the Contractor and facility that the overlap is not necessary.
- r. Contractor is responsible for the management of its staff, and the Contractor is responsible for training its staff on VA policy and procedures.
- s. Contractor staff shall sign confidentiality statements as required. Any person, who knowingly or willingly discloses confidential information from the VA, may be subject to fines.

9. Specific Mandatory Tasks and Associated Deliverables:

Contractor shall provide the specific service and deliverables described below by the within the timeframes identified or as agreed to on individual task orders.

Task One: The Contractor shall provide a work plan, briefing, and kick-off meeting for the government, which presents the Contractor's plan for completing the task order. The plan shall illustrate this PWS and describe in further detail the approach to be used for each aspect of the task order as defined in its technical quotation. The Contractor shall schedule a kick-off meeting to be held within ten (10) business days of task order award or as agreed upon between local Contracting Officer and Contractor. At the kick-off meeting, the Contractor shall present the details of its intended approach, work plan and project schedule to include deliverable dates as applicable for review and approval by the VISN/VAMC. Work will not commence until the VISN/VAMC approves the approach and/or methodology, work plan and schedule. The Contractor shall also complete standard administrative tasks (e.g., background investigation forms, staff roster, mandatory training) as noted in the deliverable descriptions below.

Deliverable 1.1: A project work plan in Microsoft Project or the VA approved project management software Primavera for Task 3 or Word document for Task 2 and briefing in Microsoft PowerPoint within ten (10) business days from date of award.

Deliverable 1.2: Contractor shall submit to the local COR within five (5) business days after award a full and complete list of names, Social Security Numbers, and home addresses of Contractor personnel for the Background Investigation requirement.

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Deliverable 1.3: The Contractor shall complete and submit to the local COR a Staff Roster within five (5) business days from date of award.

Deliverable 1.4: All mandatory training shall be completed and documented as appropriate within twenty (20) business days from date of award. If performance on this order crosses the anniversary date for recurring annual training requirements, such training must be completed within twenty (20) business days of the anniversary date. Training completed by individual staff within the same fiscal year under separate orders as otherwise required for this deliverable will be accepted as long as appropriate documentation is submitted. Contractor shall submit electronically to the local COR within twenty-five (25) business days of award – or in the case of staff added after performance begins, twenty-five (25) business days of their on-board date – a complete status of training for all staff.

Task Two - Coding Services: Contractor shall use skills and knowledge of ICD-10-CM, ICD-10-CM/PCS, CPT-4, HCPCS Level II and other generally accepted available resources to review medical record documentation and providers' scope of practice to assign diagnostic and procedural codes at a an accuracy rate no less than 95%. The Contractor shall code Outpatient Encounters including Radiology, Lab or other Ancillary Services, Surgical, Inpatient Professional Services; and Inpatient Episodes/Admission Services as specified .

- The Contractor shall abstract identified data items and either enter the data into the local VistA system, encoder program, or write the information on source documents as agreed with the local facility. This information shall include a decision as to whether or not an episode is billable, based on the documentation and VHA billing guidelines, and the type of insurance coverage of the patient. The reason not billable shall include, at a minimum, treatment for a Service Connected (SC) condition, treatment related to Agent Orange (AO) exposure or Ionizing Radiation (IA), lack of attending documentation in a circumstance that requires it, telephone care, non-billable provider, or other types of care that cannot be billed. Coding an episode of care includes answering any follow-up questions regarding the episode, including questions that may arise during the completion of a claim as well as developing responses to denials for payment or re-coding as necessary.
- Contractor shall provide all labor, materials, transportation and supervision necessary to perform coding and abstracting using either the 1995 or 1997 Evaluation and Management guidelines on encounters and standard industry guidelines, e.g. *Coding Clinics* and *CPT Assistant*, as specified by the VAMC. Contractor shall adhere to all coding guidelines as approved by the Cooperating Parties and accepted VA regulations.
- Utilize encoder and reference materials to assign and/or validate diagnostic and procedural codes reflective of documentation.
- Utilize PCE/PTF/Surgery or other database, if necessary, to reflect code changes and names(s) of provider(s).
- Review and determine whether documentation is adequate to support billable services.
- If requested by the facility, Contractor may place a local coder on-site if available in accordance with this contract when the coder lives in the area of the VA facility requesting work. No travel costs will be charged in this scenario.

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- The contractor shall ensure that individual coders are clearly identified on each and every document they have coded when using paper documents.
- When assigning multiple CPT codes, the Contractor shall verify that they are not components of a larger, more comprehensive procedure that can be described with a single code.
- The Contractor shall identify those encounters, if any, where documentation does not substantiate an appropriate code(s).
- The Contractor shall identify duplicate encounters or encounters created in error because the patient was not seen.
- Contractor shall code based on reading and reviewing the documentation in the medical record including the Computerized Patient Record System (CPRS). The contractor shall complete data entry into the VistA system as part of this contract. Completion of source documents in lieu of VistA entry may be arranged only upon mutual agreement between the facility and the contractor.
- The Contractor shall assign modifiers as appropriate to override Correct Coding Initiative edits.
- For Inpatient Episodes/Admission Services:
 - Complete all PTF Transition Types (101, 401, 501, 601, 701/702 and 801) in accordance with VHA Handbooks, 1907.03 HIM Clinical Coding Program Procedures and 1907.04 Patient Treatment File (PTF) Coding Instructions
 - Opening and re transmitting PTFs shall follow local facility protocol.
- Contractor shall review documentation to determine why an ancillary or other diagnostic test was ordered and assign an ICD-9/ICD-10 diagnosis code to that test.
- Contractor shall **re-review** any coded data when questioned by VA during the VA pre-bill process or when a denial is received to either make changes or substantiate the coding with appropriate coding rules and references. This service shall be included in the price of the work. Contractor shall use the following procedures and definitions during re-review processes:
 - Include all CPT codes, and a maximum of four ICD-9/ICD-10 or ICD-10 codes as applicable in the denominator for the audit percent. Include Modifiers 24, 25, 50, 51, 52, 53, 57, 58, 59, 78 and 79 in the denominator. Modifier 91 is required for labs. Other modifiers will not be counted for the accuracy rate. Note: Modifier 26 is required for inpatient professional fee billing by third parties, however, it will not be counted here as it is a requirement by the insurance carrier only, not VHA.
 - Count each one of the following as an error:
 1. Codes that were coded and not supported in the documentation, violate a coding rule; and/or
 2. CPT or diagnosis codes that should have been coded and were not; and/or
 3. Inappropriate CPT or ICD 9/10 codes;
 4. Unbundled codes;
 5. Ancillary encounters with only a diagnosis of V72.5 or V72.6;
 6. Inaccurate DRG assignments;

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7. All other data elements incorrectly entered by the contract coder, or not entered when appropriate, e.g. reason not billable, provider, adequacy of documentation.

Note: All re-review work will be forwarded to the Contractor's designated contact person for resolution. The Contractor along with the VA facility shall jointly determine a communication mechanism whereby the Contractor shall access it daily unless otherwise indicated on the task order. VA reserves the right to validate all audit results and/or accuracy statistics submitted.

Deliverable 2: Coded Outpatient Encounters including Radiology, Lab or other Ancillary Services, Surgical, Inpatient Professional Services; and Inpatient Episodes/Admission Services encounters, as specified under each individual task order, including required VistA data elements in accordance with VHA Handbooks and protocols as specifically outlined in the task order.

Task Three – External Auditing Services:

- External Audits of coded data shall be performed on any of the VHA required coding activities (e.g., inpatient, outpatient, ancillary). VHA uses the national coding guidelines, as mandated by HIPAA, provided by the authoritative sources ICD-10-CM/PCS = four organizations that make up the Cooperating Parties for the ICD-10-CM/PCS: the American Hospital Association (AHA), the American Health Information Management Association (AHIMA), CMS, and NCHS (HCPCA = CMS and CPT = AMA).
- These audits shall be performed separate from normal coding activities and shall conform to the individual task order requirements. These audits shall be based on compliance and address accuracy of coded data, health record documentation issues, process improvement and identify educational needs. Audit accuracy expectations are 95% and above and each audit will focus on one of the following: Inpatient facility (DRG) coding, Outpatient facility coding, Inpatient professional services including surgery, and Outpatient services which would include ER, Urgent Care, clinic visits, and ambulatory surgery. Audits shall consist of reviewing the following:
 - the first four listed diagnoses in the outpatient and inpatient setting – both facility and professional services
 - the first four listed procedures/services in the outpatient and inpatient setting – both facility and professional services
- Reports shall be prepared to allow for use by medical center staff in re-reviews, education, or to provide management updates. All reviews shall utilize electronic auditing of the computerized medical record system (CPRS), whenever possible. Claims analysis and Non-VA records must be reviewed hardcopy. The reviews shall be conducted by remote data view. Should the information not be contained in CPRS or VistA, the medical center will overnight the documentation to the vendor.
- Contractor shall provide a detailed project plan for each review to include:
 - Pre-audit prep call which outlines what will be needed by the auditors and/or HIM Chiefs
 - Specific timelines for completing review at each medical center
 - Timeframe for the facility reports and the consolidated network report
 - Number of reviewers for each medical center

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Contractor shall develop a sample size that assures a 95% confidence level of accuracy for each of the auditing tasks indicated on the Task Order, including inpatient hospitalizations, outpatient visits, and non-VA records. At a minimum 10% of charts/encounters is to be reviewed to assure site confidence level. **Contractor shall submit with the technical quotation for each task order a detailed description of how it arrived at the sample size.** At a minimum the sample size must include a review of the coding activities as specified on the task order and may include any or all of the following: inpatient hospitalizations, ambulatory surgery, diagnostic tests (endoscopy, bronchoscopy, cardiac catheterization, PTCA, pulmonary function, radiology, laboratory, etc.), primary care, mental health, medicine sub-specialty, surgery, observation, neurology, and non-VA records.

- Contractor shall review each facility's HIMS policy and coding procedures prior to commencement of review.
- Contractor shall develop a collection tool for all reviews and shall submit with its technical quotation a sample of the tool that will be used.
- Contractor shall submit in its technical quotation the methodology for resolving coding questions by reviewers and ensuring inter-reviewer consistency and reliability.
- Contractor shall review findings with the HIMS Chief, Associate COR, management, and other designated medical center personnel to review proposed changes prior to final written report for mutually agreed upon changes within 7 business days following the review(s). The Contractor shall submit the final written report of all findings and recommendations detailing accuracy, financial impact and areas of concern within 15 business days of completion of audit.
- Weaknesses identified during the audit shall be used to provide education/training workshops using a 'train the trainer' format. This can be done either on site or remote. As such the Contractor shall develop a facility specific training plan to present to VISN/VAMC management officials, physicians/clinicians, sub-specialties if needed, and for health information management (coding) staff based on the findings of the review within 7 business days following the review(s).
- The Contractor shall conduct an exit interview/conference and education on all audit findings and recommendations with the Health Information Services Management and coding staff at the VA facility. If any 'errors' are found, the Contractor shall provide supporting documentation on why each is an error. This documentation should be developed with the expectation that the Contractor shall present the findings and the documentation to the VA staff as part of the training and education component of the audit.

Deliverable 3.1: Detailed project work plan in Microsoft Project or the VA approved project management software Primavera and briefing in Microsoft PowerPoint within ten (10) business days from date of award.

Deliverable 3.2: Sample of an External Audit Report format within ten (10) business days from date of award.

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Deliverable 3.3: Review of audit findings/results with the HIMS Chief, Associate COR, management, and other designated medical center personnel to review proposed changes within 7 business days following the audit.

Deliverable 3.4: Facility specific training plan within 7 business days following the audit.

Deliverable 3.5: Final written report of all findings and recommendations detailing accuracy (including documentation of all records reviewed), financial impact and areas of concern within 15 business days of completion of audit.

Deliverable 3.6: An exit interview/conference with management officials at the discretion of the VISN/VAMC to be coordinated with the COR for the facility.

Deliverable 3.6: Contractor shall at minimum provide a two hour educational session for coding staff. Vendor is required to develop specific coding education utilizing actual charts and identified coding issues specific to the coder and/or VA facility in accordance with timeline identified in approved training plan.

Task Four – CDIS Services:

- The goal of the documentation program whether inpatient or outpatient is to improve documentation so that it is accurate, complete, and reflects the patient's true severity of illness. This in turn demonstrates the quality of care that was provided to the patient, allows for seamless continuity of care between healthcare providers and facilities, reduces unnecessary testing and treatment delays, and facilitates accurate coding which supports optimal workload capture and appropriate allocation funding.
 - SAIL
 - Medical Record Review
 - Workload Capture & Productivity Analysis
 - VERA Reconciliation

Task Five – Training and Education

- Provide Quarterly Training to VA Facility Coders
 - Up to four hours per quarter
 - Including one approved CEU through AAPC/AHIMA

10. Reporting Requirements: The Contractor shall provide the local COR with monthly progress reports commensurate with the length of the project unless otherwise indicated on the individual task order. The progress report shall cover all work completed during the preceding reporting period. This report shall also identify project activity, issues and resolutions, escalation process for outstanding issues, and remediation for any issues that cause the project to be delayed (both anticipated and unanticipated). The Contractor and VISN or VAMC shall mutually agree on the report format. **The Contractor shall provide a sample of such report with its technical quotation.** The Contractor shall also provide Quality Reports for Task 2.

Quarterly, the Contractor shall provide a summary report (Attachment A) to the COR.

11. Quality Control and Performance Metrics: The HIMs Manager or appointed designee will validate the contractor's work to confirm that contractual coding meets accuracy requirements. The contractor is responsible for its own work as outlined in this Quality Control section. Coding accuracy will be determined by the number of correct codes compared to total number of codes, correct DRG assignment, and correct review and data entry of identified data items. The contractor must maintain a 95% accuracy level. Failure to meet the required level of accuracy may result in termination of the contract and/or task order in addition to the penalties described. The designated points of contact for the facility and the contractor will discuss any questions regarding coding or expected work.

Work is considered completed when it is received back at the VA facility with data entry done via the encoder or the documentation is at the VA facility. When the Contractor cannot meet this deadline, they must inform the VA facility contact person on or before the 10th business day. Work completed after the expected turnaround time set by the facility shall be subject to a **10% reduction** in the negotiated price for the batch sent. Provide lists on TAT for each work type.

The Contractor shall have in place the following Coding Quality Control/Performance Process whereby the Contractor shall:

- a. Perform on-going quality assessments of not less than 5% of all coded data elements and provide weekly results to the VA facility to ensure that the 95% accuracy rate is met. Data elements include ICD-10-CM/PCS codes, CPT-4 codes, DRGs, and data items abstracted and entered by the contract coder. Contractor shall track results by coder to assure appropriate follow-up. Failure to meet the 95 % accuracy rate will result in a 10% reduction in payments until the 95% accuracy rate is reestablished. Failure to report results within the specified period three times during a calendar year may result in termination of the contract.
- b. If monitoring demonstrates that work has fallen below the quality standard, the contractor shall develop a corrective action plan and include it with the data.
- c. **Corrective action plan should include training and education to Coders/VA facility Coders as needed.**

12. Schedule for Deliverables: The Contractor shall meet the Delivery Schedule for each deliverable specified on the approved project plan for the Task Order.

13. Changes to the Performance work statement : Any changes to this PWS shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the Contractor through the actions of parties other than the CO shall be borne by the Contractor.

14. Travel: Travel is not anticipated for this PWS, except for in connection with audit services. When requested, travel and per diem shall be reimbursed in accordance with VA/Federal Travel Regulations. Travel must be pre-approved by the local COR and priced separately in the price schedule. Local commuting expenses, e.g. reimbursement charged for mileage, travel times, meals, parking, etc. and other direct costs (cell phone, etc.) will not be charged to the government.

Off-site coders may be required to attend on-site coding meetings and/or training if required by the facility, or to resolve identified issues.

15. Government Responsibilities:

- a. The government shall provide VA reference material as requested by Contractor

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- b. As applicable, the VAMC shall provide space, work tables/desks and chairs, actual records (paper and/or electronic), PCs and limited access to VistA options when Contractor staff is onsite. Equipment and workspace for off-site coders is the responsibility of the contractor.
- c. All applications will be accessed via Citrix, through VPN, for all remote coders. Note that currently Rescue VPN is not compatible with Windows VISTA Operating System. CAG (Citrix Access Gateway) is compatible with multiple operating system.

16. Contractor Experience Requirements:

- a. The Contractor must provide experienced, competent, credentialed personnel to perform coding and/or auditing activities. These are defined as key personnel and are those persons whose credentials were submitted. The Contractor agrees that the key personnel shall not be removed, diverted, or replaced from work without approval of the CO and COR.
- b. Any personnel the Contractor offers as substitutes shall have the ability and qualifications equal to or better than the key personnel replaced. Requests to substitute personnel shall be approved by the COR and the CO. All requests for approval of substitutions in personnel shall be submitted to the COR and the CO within 30 calendar days prior to making any change in key personnel. The request shall be written and the Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The Contractor shall submit complete documentation of the qualifications for the proposed substitute and any other information requested by the COR needed to approve or disapprove the proposed substitution. The COR will evaluate such requests. The CO will notify the Contractor of approval or disapproval thereof in writing.
- c. Required Knowledge and Skills of Contract Coders:
 - Contract Coders shall possess the ability to:
 - Read and interpret health record documentation to identify all diagnoses and procedures that affect the current outpatient encounter visit, ancillary, inpatient professional fees and surgical episodes. .
 - Apply knowledge of current Diagnostic Coding and Reporting Guidelines for outpatient services.
 - Apply knowledge of CPT format, guidelines, and notes to locate the correct codes for all services and procedures performed during the encounter/visit and sequence them correctly.
 - Apply knowledge of procedural terminology to recognize when an unlisted procedure code must be used in CPT.
 - Code in accordance with CCI Bundling Guidelines.
 - Use the Healthcare Common Procedural Coding Systems (HCPCS), where appropriate.
 - Exclude from coding information such as symptoms or signs characteristic of the diagnoses, findings from diagnostic studies or localized conditions that have no bearing on current management of the patient.
- d. Required Contract Coder Education and Experience:
 - Contract coders must have a minimum of two years experience in the area that they will be coding.
 - Contract coders/validation staff must possess formal training in: anatomy and physiology, medical terminology, pathology and disease processes, pharmacology, health record

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format and content, reimbursement methodologies and conventions, rules and guidelines for current classification systems (ICD-10-CM, ICD-10-CM/PCS, HCPCS and CPT).

- Coders must be credentialed and have completed an accredited program for coding certification, an accredited health information management or health information technician. For the purpose of this contract, a certified coder is someone with one of the following active credentials. Other credentials shall not be accepted.
 - American Health Information Management Association (AHIMA) credentials as a Registered Health Information Administrator (RHIA), Registered Health Information Technician (RHIT), Certified Coding Specialist (CCS), and Certified Coding Specialist –Physician(CCS-P), or
 - American Academy of Professional Coders (AAPC) as a Certified Professional Coder (CPC) or Certified Professional Coder – Hospital (CPC-H),
 - Supervisory Coders must have a minimum of three year experience in coding, including 2 years in VHA .
 - Credentialed Coders must have a minimum of two years experience in coding.
- e. Required Credentials to Conduct Audits: In addition to the requirements of Section 17c and d,
- Reviewers must have at least three years of training experience as a consultant in reviewing records in large tertiary care hospital, and outpatient health care organizations having all subspecialties and primary care, as well as three years of education and training experience. A resume(s) of the actual reviewer(s) must be included in the proposal, along with two (2) current client references specific to each individual reviewer, as well as proof of credentials. References, as well as proof of credentials, must be included in the proposal.

17. Property Rights, Confidentiality and Non-disclosure: The Contractor agrees that:

- a. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which has been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the Contracting Officer at the conclusion of the task order.
- b. The Contracting Officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this Blanket Purchase Agreement. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted in writing to the Contracting Officer for response.
- c. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the Contracting Officer.
- d. Additionally, the Contractor shall sign a National Business Associate Agreement (Attachment 3) with the VA, in accordance with the HIPAA mandate after award.
- e. All individually identifiable health records shall be treated with the strictest confidentiality. Access to records shall be limited to essential personnel only. Records shall be secured when not

in use. At the conclusion of the contract all copies of individually identifiable health records shall be destroyed or returned to VA. The contractor shall comply with the Privacy Act, 38 USC 5701, and 38 USC 7332 and HIPAA regulations.

18. Security and Privacy:

18.1 Information and Records

18.1.1 All information and records provided to Contractor by VA, in whatever medium, as well as all information and documents, including drafts, emails, back-up copies, hand-written notes and copies that contain such information and records gathered or created by Contractor (collectively referred to as “VA information”) in the performance of this contract, regardless of storage media, are the exclusive property of VA. Contractor does not retain any property interest in these materials and will not use them for any purpose other than performance of this contract.

18.1.2 Upon completion or termination of the contract, Contractor will either provide all copies of all VA information to VA or certify that it has destroyed all copies of all VA information as required by VA in a method specified by VA, at VA’s option. The Contractor will not retain any copies of VA information. Where immediate return or destruction of the information is not practicable, Contractor will return or destroy the information within 30 days of completion or termination of the contract. All provisions of this contract concerning the security and protection of the VA information that is the subject of this contract will continue to apply to the VA information for as long as the Contractor retains it, regardless of whether the contract has been completed or terminated.

18.1.3 Prior to termination or completion of this contract, Contractor will not destroy VA information received from VA or gathered or created by Contractor in the course of performing this contract without prior written approval by VA.

18.1.4 Contractor will receive, gather, store, backup, maintain, use, disclose and dispose of VA information only in accordance with the terms of this contract and applicable federal and VA information confidentiality and security laws, regulations and policies.

18.1.5 The Contractor shall not make copies of VA information except as necessary to perform this agreement or to preserve electronic information stored on Contractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor needs to be restored to an operating state.

18.1.6 Contractor shall provide access to VA information only to employees, subcontractors, and affiliates only: (1) to the extent necessary to perform the services specified in this Contract, (2) to perform necessary maintenance functions for electronic storage or transmission media necessary for performance of this contract, and (3) only to individuals who first satisfy the same conditions, requirements and restrictions that comparable VA employees must meet in order to have access to the same VA information. These restrictions include the same level of background investigations, where applicable.

18.1.7 Contractor will store, transport or transmit VA information only in an encrypted form, using an encryption application that meets the requirements of FIPS 140-2, and is approved for use by VA.

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18.1.8 Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two other situations: (i) in response to an order of a court of competent jurisdiction, or (ii) with VA's prior written authorization. The contractor will refer all requests for, demands for production of, or inquiries about, VA information to VA for response.

18.1.9 If VA information subject to the contract includes information protected by 38 USC 7332, or 5705, include the following after the last sentence of the paragraph immediately above: Contractor shall not release information protected by either 38 USC 5705 or 7332 in response to a court order, and shall immediately refer such court orders to VA for response.

18.1.10 Prior to any disclosure pursuant to a court order, the Contractor shall promptly notify VA of the court order upon its receipt by the Contractor, provide VA with a copy by fax or email, whichever is faster, and notify by telephone the VA individual designated in advance to receive such notices. If the Contractor cannot notify VA before being compelled to produce the information under court order, the Contractor will notify VA of the disclosure as soon as practical and provide a copy of the court order, including a copy of the court order, a description of the records provided pursuant to the court order, and to whom the Contractor provided the records under the court order. The notice will include the following information to the extent that the Contractor knows it, if it does not show on the face of the court order: the records disclosed pursuant to the order, to whom, where, when, and for what purpose, and any other information that the Contractor reasonably believes is relevant to the disclosure. If VA determines that it is appropriate to seek retrieval of information released pursuant to a court order before Contractor notified VA of the court order, Contractor will assist VA in attempting to retrieve the VA information involved.

18.1.11 The Contractor will inform VA, by the most expeditious method available to Contractor, of any incident of suspected or actual access to, or disclosure, disposition, alteration or destruction of, VA information not authorized under this Contract ("incident") within one hour of learning of the incident. An incident includes the transmission, storage or access of VA information by Contractor or subcontractor employees in violation of applicable VA confidentiality and security requirements. To the extent known by the Contractor, the Contractor's notice to VA will identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information was placed at risk or compromised), and any other information that the contractor considers relevant.

18.1.12 Contractor will simultaneously report the incident to the appropriate law enforcement entity(ies) of jurisdiction. The Contractor, its employees, and its subcontractors and their employees will cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor also will cooperate with VA in any civil litigation to recover VA information, to obtain monetary or other compensation from a third party for damages arising from any incident, or to obtain injunctive relief against any third party arising from, or related to, the incident.

18.1.13 In addition to notifying the COR on this Contract, VA will provide the Contractor with the name, title, telephone number, fax number and email address of the VA official to whom the Contractor will provide all notices required by this Contract. This shall be indicated on the specific task orders.

18.1.14 VA has the right during normal business hours to inspect the Contractor's facility, information technology systems and storage and transmission equipment, and software utilized to perform the contract to ensure that the Contractor is providing for the security of VA data and computer systems in accordance with the terms of this Contract.

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18.1.15 Contractor will receive, gather, store, backup, maintain, use, disclose and dispose of VA information only in compliance with all applicable Federal Information Processing Standards (FIPS) and Special Publications (SPs) issued by the National Institute of Standards and Technology (NIST) concerning VA information that is the subject of this contract. If NIST issues or updates an applicable FIPS or SP after execution of this contract, the parties agree to negotiate in good faith to implement the FIPS or SP in this contract.

18.1.16 The Contractor will provide appropriate administrative, technical, and physical safeguards to ensure the confidentiality and security of the Owner's data and to prevent unauthorized use or access to it. VA sensitive information must not be transmitted by remote access unless VA-approved protection mechanisms are used. All encryption modules used to protect VA data must be validated by NIST to meet the currently applicable version of Federal Information Processing Standards (FIPS) 140 (See <http://csrc.nist.gov/groups/STM/cmvp/> for a complete list of validated cryptographic modules). Only approved encryption solutions using validated modules may be used when protecting data during transmission. Additional security controls are required to guard VA sensitive information stored on computers used outside VA facilities. All VA data must be stored in an encrypted partition on the hard drive and must be encrypted with FIPS 140 validated software. The application must be capable of key recovery and a copy of the encryption key(s) must be stored in multiple secure locations. Further, the Contractor agrees that the data must not be physically moved or transmitted in any way from the site without first being encrypted and obtaining prior written approval from the VA data owner.

18.1.17 A determination by VA that the Contractor has violated any of the information confidentiality and security provisions of this contract, including a violation of any applicable FIPS or SP, shall be a basis for VA to terminate the contract for cause.

18.1.18 If anyone performing this contract, including employees of subcontractors, accesses VA computer systems or data in the performance of the contract, VA may monitor and record all such access activity. If VA monitoring reveals any information of suspected or potential criminal law violations, VA will refer the matter to the appropriate law enforcement authorities for investigation.

18.1.19 Contractor shall inform its employees and other individuals performing any part of this contract that VA may monitor their actions in accessing or attempting to access VA computer systems and the possible consequences to them for improper access, whether successful or not. The Contractor shall ensure that any subcontractors or others acting on behalf of or for the Contractor in performing any part of this contract inform their employees, associates or others acting on their behalf that VA may monitor their access activities. Execution of this contract and any subcontract or agreement constitutes consent to VA monitoring.

18.1.20 The Contractor will ensure that all individuals who will access VA data or systems in performing the contract are appropriately trained in the applicable VA confidentiality and security requirements. Contractor may do this by requiring and documenting that these individuals have completed the VA training for its employees. Contractor shall contact the Associate COR on the individual Task Order regarding access to the required VA training.

18.1.21 To the extent practicable, Contractor shall mitigate any harmful effect on individuals whose VA information was accessed or disclosed in an incident.

18.1.22 Contractor shall require subcontractors, agents, affiliates or others to whom Contractor provides access to VA information for the performance of this contract to agree to the same VA

information confidentiality and security restrictions and conditions that apply to the Contractor before providing access.

18.2 Protection of Individual Privacy

18.2.1 The contractor shall abide by FAR clauses 52.224-1 and 52.224-2. The VA records that are the subject of this contract are contained in VA Privacy Act system of records Health Program Evaluation-VA

18.2.2 The contractor shall abide by FAR clauses 52.239-1 and 48 C.F.R. §§24.101-104 for Privacy or Security Safeguards.

18.2.3 The contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the contractor under this contract or otherwise provided by the government.

18.2.4 To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the contractor shall afford the Government access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

18.2.5 If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party

18.2.6 The contractor shall utilize only employees, subcontractors or agents who are physically located within a jurisdiction subject to the laws of the United States. The contractor will ensure that it does not use or disclose PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction. The contractor will ensure that its employees, subcontractors and agents do not use or disclose PHI received from Covered Entity in any way that will remove the PHI from such jurisdiction.

18.3 Information System Security

The Contractor shall ensure adequate LAN/Internet, data, information, and system security in accordance with VA standard operating procedures and standard contract language, conditions laws, and regulations. The Contractor's firewall and web server shall meet or exceed the government minimum requirements for security. All government data shall be protected behind an approved firewall. Any security violations or attempted violations shall be reported to the VA project manager and the VHA Headquarters Information Security Officer as soon as possible. The Contractor shall follow all applicable VA policies and procedures governing information security, especially those that pertain to certification accreditation.

18.4 Security Training

All Contractor employees and subcontractors under this contract or order are required to complete the VA's on-line Security Awareness Training Course and the Privacy Awareness Training Course annually. Contractors must provide signed certifications of completion to the CO during each year of the contract. This requirement is in addition to any other training that may be required of the Contractor and subcontractor(s).

18.5 Contractor Personnel Security

All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Security and Investigations Center (07C). The level of background security investigation will be in accordance with VA Directive 0710 dated September 10, 2004 and is available at: <http://www.va.gov/pubs/asp/edsdirec.asp> (VA Handbook 0710, Appendix A, Tables 1 - 3). Appropriate Background Investigation (BI) forms will be provided upon contract (or task order) award, and are to be completed and returned to the VA Security and Investigations Center (07C) within 30 days for processing. Contractors will be notified by 07C when the BI has been completed and adjudicated. These requirements are applicable to all subcontractor personnel requiring the same access. If the security clearance investigation is not completed prior to the start date of the contract, the employee may work on the contract while the security clearance is being processed, but the Contractor will be responsible for the actions of those individuals they provide to perform work for the VA. In the event that damage arises from work performed by Contractor personnel, under the auspices of the contract, the Contractor will be responsible for resources necessary to remedy the incident.

The investigative history for Contractor personnel working under this contract must be maintained in the databases of either the Office of Personnel Management (OPM) or the Defense Industrial Security Clearance Organization (DISCO). Should the Contractor use a vendor other than OPM or Defense Security Service (DSS) to conduct investigations, the investigative company must be certified by OPM/DSS to conduct Contractor investigations.

Background Investigation: The position sensitivity impact for this effort has been designated as Low Risk and the level of background investigation is NACI. The average cost per investigation is \$230.00 for FY09.

Contractor Responsibilities:

- The Contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM) through the VA, the Contractor shall reimburse the VA within 30 days.
- Background investigations from investigating agencies other than OPM are permitted if the agencies possess an OPM and Defense Security Service certification. The Vendor Cage Code number must be provided to the Security and Investigations Center (07C), which will verify the information and advise the contracting officer whether access to the computer systems can be authorized.
- The Contractor shall prescreen all personnel requiring access to the computer systems to ensure they maintain a U.S. citizenship and are able to read, write, speak and understand the English language.
- After contract award and prior to contract performance, the Contractor shall provide the following information, using Attachment 4 Security Background Investigation Information, to the COR:
 - (1) List of names of Contractor personnel.
 - (2) Social Security Number of Contractor personnel.

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- (3) Home address of Contractor personnel or the Contractor's address.
- The Contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.
- Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.
- Further, the Contractor will be responsible for the actions of all individuals provided to work for the VA under this contract. In the event that damages arise from work performed by Contractor provided personnel, under the auspices of this contract, the Contractor will be responsible for all resources necessary to remedy the incident.”

Government Responsibilities:

- The VA Security and Investigations Center (07C) will provide the necessary forms to the Contractor or to the Contractor's employees after receiving a list of names and addresses.
- Upon receipt, the VA Security and Investigations Center (07C) will review the completed forms for accuracy and forward the forms to OPM to conduct the background investigation.
- The VA facility will pay for investigations conducted by the OPM in advance. In these instances, the Contractor will reimburse the VA facility within 30 days.
- The VA Security and Investigations Center (07C) will notify the contracting officer and Contractor after adjudicating the results of the background investigations received from OPM.
- The Contracting Officer will ensure that the Contractor provides evidence that investigations have been completed or are in the process of being requested.

18.6 Electronic and Information Technology Standards

Intranet/Internet

The Contractor shall comply with Department of Veterans Affairs (VA) Directive 6102 and VA Handbook 6102 (Internet/Intranet Services).

VA Directive 6102 sets forth policies and responsibilities for the planning, design, maintenance support, and any other functions related to the administration of a VA Internet/Intranet Service Site or related service (hereinafter referred to as Internet). This directive applies to all organizational elements in the Department. This policy applies to all individuals designing and/or maintaining VA Internet Service Sites; including but not limited to full time and part time employees, contractors, interns, and volunteers. This policy applies to all VA Internet/Intranet domains and servers that utilize VA resources. This includes but is not limited to va.gov and other extensions such as, “.com, .edu, .mil, .net, .org,” and personal Internet service pages managed from individual workstations.

VA Handbook 6102 establishes Department-wide procedures for managing, maintaining, establishing, and presenting VA Internet/Intranet Service Sites or related services (hereafter referred to as “Internet”). The handbook implements the policies contained in VA Directive 6102,

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Internet/Intranet Services. This includes, but is not limited to, File Transfer Protocol (FTP), Hypertext Markup Language (HTML), Simple Mail Transfer Protocol (SMTP), Web pages, Active Server Pages (ASP), e-mail forums, and list servers.

VA Directive 6102 and VA Handbook 6102 are available at:

Internet/Intranet Services Directive 6102

[http://www.va.gov/pubs/directives/Information-Resources-Management-\(IRM\)/6102d.doc](http://www.va.gov/pubs/directives/Information-Resources-Management-(IRM)/6102d.doc)

Internet/Intranet Services Handbook 6102

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/6102h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/6102h.doc)

Internet/Intranet Services Handbook 6102 Change 1 – updates VA's cookie use policy, Section 508 guidelines, guidance on posting of Hot Topics, approved warning notices, and minor editorial errors.

[http://www.va.gov/pubs/handbooks/Information-Resources-Management-\(IRM\)/61021h.doc](http://www.va.gov/pubs/handbooks/Information-Resources-Management-(IRM)/61021h.doc)

In addition, any technologies that enable a Network Delivered Application (NDA) to access or modify resources of the local machine that are outside of the browser's "sand box" are strictly prohibited. Specifically, this prohibition includes signed-applets or any ActiveX controls delivered through a browser's session. ActiveX is expressly forbidden within the VA while .NET is allowed only when granted a waiver by the VA CIO *PRIOR* to use.

JavaScript is the preferred language standard for developing relatively simple interactions (i.e., forms validation, interactive menus, etc.) and Applets (J2SE APIs and Java Language) for complex network delivered applications.

Section 508 Compliance

The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2)(A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.

Section 508 text is available at:

<http://www.opm.gov/HTML/508-textOfLaw.htm>

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

18.7 Records Management Language for Contracts Required

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

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1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

19. Invoicing: The Contractor shall forward invoices related to this effort by regular mail to the Austin Financial Services Center with a copy sent by electronic mail to the Local Associate COR on the Contract. All invoices submitted shall contain the following information:

Contract Number:

Purchase Order/Task Order Number:

Contractor Name:

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Invoicing Period:
Services Provided:

1. The above information shall be listed on the invoices, provided VHA has identified the appropriate numbers on its Purchase Order and indicated on the Purchase Order that the above references need to be referenced on the invoice.
2. Contractor price may be quoted per encounter or per hour. If a per hour quote is given, contract coders will code, at a minimum, an average of: 5 ambulatory surgical episodes (including associated anesthesia and/or pathology services); 2 inpatient Patient Treatment Files (PTF); 10 inpatient professional fee encounters, outpatient diagnostic testing, or outpatient encounters; or 25 prescriptions per hour. **Number of encounters coded, based on the Nuance workload report, will be included with the billing invoice in instances where an hourly rate is charged.**
3. For auditing and special projects, The Contractor shall submit invoices to VA on a basis commensurate with length of the project. For completed projects shorter than a month, submit an invoice at the end of that month. For projects which take longer than a month, submit an invoice at the end of each month for all completed project tasks accomplished during that month.

20. Contract/Task Order Termination: VA has the right to terminate (in whole or in part) all resultant BPA(s) and/or task order(s) issued against it at any time in accordance with the termination clauses of the governing GSA Schedule Contract. The Contractor will be paid only for the services rendered up to the point of receiving the termination notice, and then only to the extent that those services meet the requirements of this PWS.

Description of Possible Coding Work Types

a. Surgical Case Coding

Includes entry of coded procedures and diagnoses for all surgery cases. The operating room schedule with any add-on surgeries must be used to monitor surgical case coding and ensure complete data capture. Coders will assign and enter diagnostic codes and procedural codes with associated modifiers reflective of documentation via the encoder into the Surgical Package. Assign and enter associated anesthesia and pathology services related to the Surgery using the encoder into the PCE. Validate that all cases successfully passed from the Surgery Package to the PCE using the PCE Filing Status Report. Generate the PCE Filing Status Report on a recurring basis to ensure all encounters have been transmitted and accepted.

b. Cardiac Cath Coding

Cardiac cath cases will be identified by running the appointment list in VistA. Coding staff are required to: Identify, review, and code all encounters. Review and determine whether documentation is adequate to support services provided. Utilize encoder and reference materials to assign and/or validate diagnostic and procedural codes reflective of documentation. Correct the PCE, if necessary, to reflect code changes and name(s) of provider(s).

c. Inpatient Facility Coding, Patient Treatment File (PTF)

Inpatient includes all episodes of care for acute care hospitalizations, observation stays, nursing home care, substance abuse, residential rehabilitation treatment program, census, inpatient fee service, contract nursing home, and domiciliary. Coders will need to do the following: Review appropriate electronic health record documentation and utilize encoder and reference materials to assign accurate diagnostic, complications and/or comorbidities, and procedural codes reflective of documentation, including Diagnosis Related Group assignment and Present on Admission (POA) indicators. Verify demographic

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data, i.e., source of admission, discharge type, treating specialty, treatment for service-connected conditions, etc. Complete the PTF process (code, close, release, transmit and correct errors)

N101 - Admission Transaction – Records demographic data and type of admission, service connection, and eligibility

N501 – Patient Movement – Establishes a patient movement transaction within a single period of hospitalization, when the patient moves from one specialty to another, includes the capture of primary and secondary diagnoses

N701/702 – Disposition Transaction – The disposition transaction is completed upon release from inpatient care, death, or transfer. This includes primary and secondary diagnoses for the entire hospitalization.

N401 – Surgical Transaction – Represents a separate incident of surgery as identified by the date of surgery

N601 – Procedure Transaction – Represents a separate incident of a non-OR procedure as identified by the data of the procedure. Outpatient information utilizing Common Procedural Terminology (CPT) and ICD has been captured since 1996 and is entered through the VistA Patient Care Encounter (PCE), Event Capture (EC) or Appointment Manager (AM) software modules. Facilities capture the date and time of service, identification of the provider, diagnoses and procedures for all outpatient care, including outpatient encounters, ancillary services, minor and major procedures, and diagnostic studies. Information for inpatient professional services is also captured in PCE.

d. Inpatient Professional Fee Coding

Inpatient Professional Fees equate to billable professional fee services performed during the inpatient episode of care and captured using the Patient Care Encounter (PCE) software. Coders will review and determine whether documentation is adequate to support billable services. Utilize encoder and reference materials to assign accurate diagnostic and procedural codes reflective of documentation. Assign codes and enter data for professional services delivered by billable providers, i.e., E&M, radiology, pathology, and anesthesia. Identify and link CPT and ICD codes, identify provider, and date(s) of service.

e. Outpatient Encounters

Outpatient encounters include face to face encounters and other occasions of service that are captured within the PCE. These services are captured through the completion of electronic encounter forms, through review of documentation by qualified coding staff, and through automated data capture within radiology and laboratory VistA packages. Coding staff are required to: review, and code all billable encounters. Review and determine whether documentation is adequate to support billable services. Utilize encoder and reference materials to assign and/or validate diagnostic and procedural codes reflective of documentation. Correct the PCE, if necessary, to reflect code changes and name(s) of provider(s).

f. ICD-10 CM/PCS Health Care Provider & Coder Education and Training

The contractor shall complete gap analysis assessments of VA NCHCS medical records of multiple specialties to distinguish and trend where clinical documentation improvement opportunities exist to meet the increased specificity to adhere to the coding guidelines of ICD-10 CM/PCS for maximum reimbursement. The results of these assessments will be provided and communicated to VA Northern California HCS Senior Leadership, Health Information Management Section (HIMS) Chief, Coding

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Supervisor, CDI (Clinical Documentation Improvement) Specialists, and ICD-10 Steering Committee with demonstration that deficiencies in documentation will be addressed during the training period with VA staff.

Electronic coding software will be utilized for all encounters, surgical cases, and inpatient visits coded. Currently, VANCHCS uses Quadramed's Encoder Product Suite, which is comprised of Compliance Coding Module (CCM) for outpatient and inpatient professional fee coding, VIP Workplace for inpatient facility coding, and Quantim as a standalone coding reference. CCM and VIP will update the coding changes in VistA PCE, PTF, and the surgery package. It is through CCM that coding workload is generated and assigned out to coders. This is what is referred to as a "code me" report. Software guidelines can be found in the user guide available within each software component. Additional guidelines will be provided by the site HIM Manager when needed.

Attachment A – National COR Quarterly Report Format

Contractor Name (Vendor name): _____

Contractor Contact Person (name and phone number): _____

Reporting Period: _____

VISN/VAMC Name	Type of Work Audit or Coding	Task Order #	Task Order Amount	Name of Local COR	Cumulative Accuracy Rate	Accuracy Rate during the Reporting Period